

LAW OFFICES

KILPATRICK & CODY

SUITE 500

2501 M STREET, N.W.

WASHINGTON, D.C. 20037

TELEPHONE (202) 463-2500

TELEPHONE COPIER (202) 833-8014

TWX 710-822-9781

WRITER'S DIRECT DIAL NUMBER

9-213A024

RECORDATION #10

16455

FILED 1425

AUG 1 1989 -12 30 PM

INTERSTATE COMMERCE COMMISSION

OTHER OFFICES:

SUITE 3100

100 PEACHTREE STREET

ATLANTA, GEORGIA 30303

SUITE 1750

100 GALLERIA PARKWAY, N.W.

ATLANTA, GEORGIA 30339

66 PALL MALL

LONDON SW1Y 5ES, ENGLAND

August 1, 1989

RECORDATION #10

16455

FILED 1425

BY HAND DELIVERY

AUG 1 1989 -12 30 PM

INTERSTATE COMMERCE COMMISSION

Ms. Noreta R. McGee

Secretary

Interstate Commerce Commission

12th Street & Constitution Avenue

Room 2215

Washington, D.C. 20423

Re: Recordation of Documents

Attn: Ms. Mildred Lee
Office of Recordation
Room 2303

Dear Ms. McGee:

Please find enclosed an original and one copy of the documents described below, to be recorded pursuant to 49 U.S.C. § 11303. In accordance with 49 C.F.R. § 1177.3(d)(2) please be advised that each is a "primary" document.

- (1) Agreement for Assignment of Interest, dated as of May 31, 1989, by and between Brimstone Group Limited (Brimstone) and State Street Bank and Trust Company (Bank) granting to the Bank a security interest in all of Brimstone's right, title and interest in and to any and all equipment now or hereafter subject to the Agreement dated as of May 25, 1989 between Brimstone and InterRedec, Inc. (the "Agreement")

Robert O. Hansen

RECORDATION #10 16455 FILED 1425

AUG 1 1989 -12 30 PM

INTERSTATE COMMERCE COMMISSION

Aug 1 12 34 PM '89

Ms. Noreta R. McGee
August 1, 1989
Page 2

and in and to the Agreement and the leasehold estate created thereby.

- (2) Agreement between InterRedec, Inc. (InterRedec) and Brimstone Group Limited (Brimstone) dated as of May 25, 1989 (the Agreement), whereby InterRedec subleases to Brimstone all of the cars available to it under the provisions of Rider No. 9, dated as of June 1, 1989, to the Union Tank Car Company and InterRedec Car Service Agreement, dated as of March 30, 1983, and the provisions of said Rider No. 9 to that certain Car Service Agreement are adopted by reference thereto and made a part of the Agreement between InterRedec and Brimstone.

- (3) Loan and Security Agreement, dated as of May 31, 1989, between Brimstone Group Limited (Brimstone) and State Street Bank and Trust Company (Bank) whereby the Bank establishes a credit facility in favor of Brimstone in the amount of \$3,400,000 (hereinafter referred to as documents 1, 2 and 3, respectively).

It is respectfully requested that the Agreement for Assignment of Interest described in document 1 be cross-indexed under the names and addresses listed below as provided in 49 C.F.R. § 1177.3(d)(3), and that the index be amended to reflect the assignment under the additional names of

KILPATRICK & CODY

Ms. Noreta R. McGee
August 1, 1989
Page 3

InterRedec, Inc. and Union Tank Car Company (parties other than the assignor and assignee) as provided in 49 C.F.R. § 1177.5(b).

The names and addresses of the parties to the documents are as follows:

Brimstone Group Limited
Suite 800
2859 Paces Ferry Road
Atlanta, Georgia 30339
Attn: William L. Westman, II
President

Union Tank Car Company
111 West Jackson Street
Chicago, Illinois 60604
Attn: Vice President-Fleet
Management

InterRedec, Inc.
Post Office Box 670
Richmond Hill, Georgia
31324
Attn: Mark S. Kuskin
Executive Vice
President-Operations

State Street Bank and Trust
Company
225 Franklin Street
Boston, Massachusetts 02101
Attn: Donald J. Cregg
Vice President

Brimstone Group Limited is the (1) Assignor under the Agreement for Assignment of Interest described in document number 1, (2) Sublessee under the Agreement between InterRedec and Brimstone described in document 2; and (3) Borrower under the Loan and Security Agreement between Brimstone and the Bank described in document 3.

InterRedec, Inc. is the Sublessor under the Agreement between InterRedec and Brimstone described in document 2, and the Lessee under the Union Tank Car Company Car Service Agreement between Union and InterRedec attached to and incorporated into the Agreement between InterRedec and Brimstone described in document 2.

KILPATRICK & CODY

Ms. Noreta R. McGee
August 1, 1989
Page 4

Union Tank Car Company is the Lessor under the Union Tank Car Company Car Service Agreement between Union and InterRedec and attached to and incorporated into the Agreement between InterRedec and Brimstone described in document 2.

State Street Bank and Trust Company is the Assignee under the Agreement for Assignment of Interest described in document 1, and the Lender under the Loan and Security Agreement between Brimstone and the Bank described in document 3.

A description of the railway car equipment covered by the above three documents is set forth below and the prefix and car number for each car is attached hereto as the Exhibit.

CLASS OR TYPE OF CAR

DOT 111A100W3	Approximate Capacity
Insulated, exterior-coiled,	(Gallonage)
equipped with six inches (6")	13,200
insulation, with safety platform	

Minimum of 100 Cars but not to exceed 120 Cars.

In accordance with 49 C.F.R. § 1177.3(c) a fee of \$30 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to Robert Glasser, Kilpatrick & Cody, 2501 M Street, N.W., Suite 500, Washington, D.C. 20037.

A short summary of the documents to appear in the index follows:

Ms. Noreta R. McGee
August 1, 1989
Page 5

1. Agreement for Assignment of Interest, dated as of May 31, 1989, by and between Brimstone Group Limited, Suite 800, 2859 Paces Ferry Road, Atlanta, Georgia 30339 (Brimstone) and State Street Bank and Trust Company, 225 Franklin Street, Boston, Massachusetts 02101 (Bank) granting to Bank a security interest in all of Brimstone's right, title and interest in and to any and all equipment now or hereafter subject to the Agreement dated as of May 25, 1989 between Brimstone and InterRedec, Inc., Post Office Box 670, Richmond Hill, Georgia 31324 (the Agreement) and in and to the Agreement and the leasehold estate created thereby, in consideration of the Bank's entering into the Loan and Security Agreement dated as of May 31, 1989 between the Bank and Brimstone.
2. Agreement between InterRedec, Inc., Post Office Box 670, Richmond Hill, Georgia 31324 (InterRedec) and Brimstone Group Limited, Suite 800, 2859 Paces Ferry Road, Atlanta, Georgia 30339 (Brimstone) whereby InterRedec subleases to Brimstone all of the cars available to it under the provisions of Rider No. 9, dated as of June 1, 1989, to the Union Tank Car Company, 111 West Jackson Street, Chicago, Illinois, 60604 (Union) and InterRedec Car Service Agreement,

Ms. Noreta R. McGee
August 1, 1989
Page 6

dated as of March 30, 1983, (the provisions of said Rider No. 9 to the Car Service Agreement are adopted by reference thereto and made a part of the Agreement between InterRedec and Brimstone). A description of the cars subleased to Brimstone by InterRedec is set forth in that certain Rider No. 9 to the Car Service Agreement between Union and InterRedec .

3. The Loan and Security Agreement dated as of May 31, 1989 between Brimstone Group Limited, Suite 800, 2859 Paces Ferry Road, Atlanta, Georgia (Brimstone) and State Street Bank and Trust Company, 225 Franklin Street, Boston, Massachusetts 02101 (Bank) whereby the Bank establishes a credit facility in favor of Brimstone in the amount of \$3,400,000 to secure the Borrower's obligations, inter alia, (1) to its suppliers of liquid sulphur, (2) to InterRedec, Inc., (3) pursuant to its Railroad Transportation Contract, and (4) to its customhouse broker. To secure the payment of all obligations, whether now or hereafter arising, the Borrower grants to the Bank a continuing first priority security interest in the property of the Borrower described in the Security Agreement (Inventory and Accounts Receivable) and the Security Agreement-


KILPATRICK & CODY

Ms. Noreta R. McGee
August 1, 1989
Page 7

Equipment (collectively, the Security Agreements) and grants to the Bank a continuing security interest in all shipping documents, letters of credit from the Borrower's customers, contracts with railroads, subleases of rail cars, contracts with suppliers of liquid sulphur, contracts with customers purchasing liquid sulphur and all other contracts to or of which it is a party or beneficiary and such collateral shall be deemed to be collateral as defined in the Security Agreements and subject to the terms thereof.

Please contact the undersigned directly should you have any questions concerning this request for recordation.

Very truly yours,


Robert Glasser

Enclosures

EXHIBIT

Prefix Car #

UTLX 60932
UTLX 61028
UTLX 61048
UTLX 61032
UTLX 61053
UTLX 61067
UTLX 61073
UTLX 61079
UTLX 61080
UTLX 61081
UTLX 61083
UTLX 61084
UTLX 61086
UTLX 61092
UTLX 61093
UTLX 61086
UTLX 61092
UTLX 61093
UTLX 61098
UTLX 61101
UTLX 61102
UTLX 61115
UTLX 61117
UTLX 61121
UTLX 61145
UTLX 61139
UTLX 61162

Prefix Care #

UTLX 61420
UTLX 61422
UTLX 61423
UTLX 61426
UTLX 75916
UTLX 76286
UTLX 76287
UTLX 76319
UTLX 76323
UTLX 76326
UTLX 76332
UTLX 76333
UTLX 76337
UTLX 76339
UTLX 76377
UTLX 76441
UTLX 76776
UTLX 77220
UTLX 78130
UTLX 78285
UTLX 78288
UTLX 78291
UTLX 78299
UTLX 79624
UTLX 79650
UTLX 79677
UTLX 79681
UTLX 79684
UTLX 79685
UTLX 79720
UTLX 79723

Prefix Car #

UTLX 61167
UTLX 61180
UTLX 61184
UTLX 61200
UTLX 61206
UTLX 61207
UTLX 61214
UTLX 61219
UTLX 61270
UTLX 61271
UTLX 61273
UTLX 61274
UTLX 61276
UTLX 61278
UTLX 61287
UTLX 61290
UTLX 61294
UTLX 61295
UTLX 61296
UTLX 61303
UTLX 61305
UTLX 61310
UTLX 61312
UTLX 61320
UTLX 61323
UTLX 61337
UTLX 61342
UTLX 61348
UTLX 61353
UTLX 61354
UTLX 61358
UTLX 61364
UTLX 61371
UTLX 61378
UTLX 61382
UTLX 61385
UTLX 61394
UTLX 61397
UTLX 61398
UTLX 61400
UTLX 61407
UTLX 61408
UTLX 61411
UTLX 61412
UTLX 61413
UTLX 61416
UTLX 61418

Interstate Commerce Commission
Washington, D.C. 20423

8/1/89

OFFICE OF THE SECRETARY

Robert Glasser
Kilpatrick & Cody
2501 M Street N.W.
Suite 500
Washington, D.C. 20037

Dear: Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/1/89, at 12:30pm, and assigned recordation number(s). 16455, 16455-A & 16455-B

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

AUG 1 1989 -12 30 PM

INTERSTATE COMMERCE COMMISSION

AGREEMENT

This Agreement ("Agreement") is entered as of May 25, 1989 between InterRedec, Inc. ("InterRedec") and Brimstone Group Limited ("Brimstone").

Recitals

A. Union Tank Car Company and InterRedec entered into a Car Service Agreement on March 30, 1983. (Such Car Service Agreement and the applicable Riders thereto are hereinafter referred to as "CSA", a copy of said CSA and applicable Riders being attached hereto as Exhibit 1 and by specific reference made a part hereof for all purposes.)

B. Union Tank Car Company and InterRedec entered into an executory accord agreement on December 1, 1987 which reduced InterRedec's commitment under the CSA and provided for certain payments to Union Tank Car Company to compensate it for agreeing to such reduction and other amendments. (Such agreement is hereinafter referred to as the "1987 Agreement", a copy of same being attached hereto as Exhibit 2 and by specific reference made a part hereof for all purposes.)

C. Union Tank Car Company and InterRedec entered into another Agreement on June 1, 1989 which further spelled out the rights and obligations of Union Tank Car Company and InterRedec with reference to the CSA and "1987 Agreement", a copy of said 1989 Agreement being attached hereto as Exhibit 3 and by specific reference made a part hereof for all purposes, such agreement is hereinafter referred to as the "1989 Agreement".

D. InterRedec and Brimstone desire to enter into this Agreement regarding the subleasing of the cars which are the subject matter of Rider No. 9 to Car Service Agreement.

Agreement

1. (a) InterRedec by the terms hereof hereby subleases to Brimstone all of the cars available to it under the provisions of Rider No. 9 to Car Service Agreement with Union Tank Car Company (the provisions of said Rider No. 9 to Car Service Agreement

being hereby adopted by reference thereto and made a part hereof for all purposes), and Brimstone as sublessee of said cars agrees to utilize not less than one hundred (100) such cars each month. Further, Brimstone agrees to pay to InterRedec a monthly rental of Four Hundred Forty and no/100 (\$440.00) Dollars per car (minimum of one hundred [100] cars per month), payment to be made each month by Brimstone to InterRedec by the 30th of each month, said monthly payments to be based on the number of cars subleased hereunder for that month (minimum of one hundred [100] cars per month), said monthly payments shall be made by wire transfer ~~from the~~ appropriate Brimstone bank account to account number 1500069026, at Trust Company Bank of Savannah, N.A., the first such monthly rental payment to be due on the 7th day of July, 1989. Notice of any adjustments for cars subleased hereunder shall be mailed by InterRedec to Brimstone within five (5) days of receipt by InterRedec of invoice(s) from Union Tank Car Company for a particular month. Any additional sums due InterRedec by Brimstone shall be paid by wire transfer within thirty (30) days of date of invoice from InterRedec. Likewise, if as a result of any said adjustments, InterRedec owes Brimstone any sum of money, same will be paid within thirty (30) days of the date of notice of adjustment. Any such invoice shall be mailed or telefaxed to Brimstone at the address hereinafter specified.

It is further agreed that in the event Brimstone should default in the payment of any such monthly rental payment(s) or any of said invoice(s) InterRedec shall be authorized to (1) request payment of any such monthly rental payment(s) or any of said invoice(s) under the Letter of Credit referred to in Paragraph 1 (b) hereinafter and (2) demand (either orally or in writing) that Brimstone restore the Letter of Credit to the Two Hundred Eleven Thousand Two Hundred and no/100 (\$211,200.00) Dollar amount within seven (7) days of said demand. Request(s) for payment of any such monthly rental payment(s) or any of said invoice(s) may (at the election of InterRedec) be made by InterRedec from time to time prior to the expiration date (or renewed expiration date) of said Letter of Credit.

If Brimstone fails to restore said Letter of Credit to the Two Hundred Eleven

Thousand Two Hundred and no/100 (\$211,200.00) Dollar amount within said seven (7) day period, then InterRedec shall have the right (but not the obligation) to request that the entire amount (or remaining balance as the case may be) of the Letter of Credit be paid to it as liquidated damages for the monthly rentals due under the provisions of this Paragraph 1 (a). However, in the event of such request for payment of liquidated damages by InterRedec, it is specifically understood and agreed between the parties hereto that Brimstone shall remain liable for any other sums due InterRedec under the terms of this Agreement to include but not be limited to damage to cars and billings from Union Tank Car Company or any other railroad company as specified in Paragraph 5 hereinafter.

(b) Brimstone will provide InterRedec with an irrevocable, standby Letter of Credit in the amount of Two Hundred Eleven Thousand Two Hundred and no/100 (\$211,200.00) Dollars with an expiration date of May 25, 1990, said Letter of Credit to be in such form and with such bank as is acceptable to InterRedec. It is further agreed that not later than sixty (60) days prior to the expiration of said Letter of Credit Brimstone will secure from such bank a renewal of said Letter of Credit for an additional period of twelve (12) months. In the event Brimstone fails to renew said Letter of Credit as herein provided, then InterRedec shall have the right (but not the obligation) to request that the entire amount (or remaining balance as the case may be) of the Letter of Credit be paid to it as liquidated damages for the monthly rentals due under the provisions of Paragraph 1 (a). However, in the event of such request for payment of liquidated damages by InterRedec, it is specifically understood and agreed between the parties hereto that Brimstone shall remain liable for any other sums due InterRedec under the terms of this Agreement to include but not be limited to damage to cars and billings from Union Tank Car Company or any other railroad company as specified in Paragraph 5 hereinafter.

Likewise, not later than sixty (60) days prior to May 25, 1991 Brimstone will secure a renewal of said Letter of Credit for an additional period of twelve (12) months. In the event Brimstone fails to renew said Letter of Credit as herein provided, then InterRedec shall

have the right to request payment of liquidated damages as hereinbefore provided.

(c) Any provision to the contrary herein notwithstanding, InterRedec agrees that it will not request payment of liquidated damages as provided herein if Brimstone, within seven (7) days of demand by InterRedec (either orally or in writing), produces a substitute sublessee who has contractually assumed the terms and provisions of this Agreement as same relate to Brimstone, said substitute sublessee and assumption agreement to be acceptable to InterRedec and Union Tank Car Company. It is specifically agreed between the parties hereto that Union Tank Car Company and InterRedec shall have the uncontrolled and absolute right to determine if a substitute sublessee and the terms of the assumption agreement are acceptable to them; however, in the exercise of said right Union Tank Car Company and InterRedec must act in good faith. Failure of Brimstone to so provide a substitute sublessee and assumption agreement shall authorize InterRedec to request payment of liquidated damages as hereinbefore provided.

2. The minimum rental period for cars subleased hereunder shall be thirty-four (34) months from the date hereof, and the cars will continue under lease thereafter until canceled by two (2) months notice given after expiration of the minimum period. Thereafter this Agreement will terminate automatically upon the date of release of the last car covered by this Agreement subject to (a) the obligation of Brimstone to pay for all cars subleased to it under the terms hereof, (b) the obligation of Brimstone to pay for damages to cars subleased hereunder as hereinafter specified, and (c) the performance of any other obligations by Brimstone under the terms hereof.

3. Brimstone agrees that it will fully satisfy the terms and conditions of the CSA, the 1987 Agreement and the 1989 Agreement as said instruments relate to InterRedec except that it is agreed between the parties hereto that Brimstone shall not be required to pay any part of the "Obligation" specified in paragraph 2 of the 1987 Agreement or Paragraph 5 of the 1989 Agreement.

4. The parties agree that the terms and conditions of the CSA, the 1987 Agree-

ment and the 1989 Agreement are incorporated herein by reference and made a part hereof for all purposes, and Brimstone agrees that all of said terms and conditions of said instruments shall apply to it (except as to the "Obligation" as hereinbefore specified in paragraph 3) and govern the sublease of all cars hereunder.

5. It is agreed between the parties that Brimstone shall be solely liable for all damage to cars, provided, however, Brimstone's liability for damage to cars as specified in the CSA, the 1987 Agreement and the 1989 Agreement shall be limited to cars subleased hereunder; however, Brimstone shall not be liable for corrosion damage, either interior or exterior, as set forth in Section 2.09(c) of the CSA and paragraph 9 of the 1987 Agreement. Brimstone agrees to provide insurance to cover any damage to cars as specified in Section 2.09 (a) and (b) of the CSA. Additionally, it is agreed that Brimstone shall be solely liable for any billings from Union Tank Car Company or any railroad company for any sums due which relate to the cars subleased hereunder.

It is further agreed that any such default in the payment of sums due under the provisions of this paragraph 5 shall authorize InterRedec to request, without further notice, immediate payment of said sums under the Letter of Credit referred to in paragraph 1.(b) hereinbefore. Request(s) for payment of any such sums may be made by InterRedec from time to time prior to the expiration date of said Letter of Credit.

6. The parties agree that Brimstone shall have the right of first refusal during the term of this Agreement to sublease any additional cars made available to InterRedec under the provisions of any subsequent agreement with Union Tank Car Company. In such event InterRedec shall notify Brimstone of the terms of any such additional cars made available by Union Tank Car Company, and Brimstone shall have the option within five (5) business days after receiving such information to exercise its right of first refusal to sublease said additional cars on the same terms made by Union Tank Car Company to InterRedec. In the event, Brimstone elects not to exercise its right of first refusal, then InterRedec would be privileged to sublease said additional cars to a third party. Such subleasing of said addi-

tional cars to a third party would have no affect on this agreement and same would continue in full force and effect.

7. It is agreed that the management and utilization of cars subleased hereunder shall be the sole responsibility of Brimstone.

8. If (a) Brimstone defaults in the payment when due of any rental or other sum required to be paid by it under this Agreement or defaults in the performance or observance of any other term or condition to be performed or observed by it under this Agreement and any such default continues for seven (7) days after InterRedec shall have mailed written notice to Brimstone specifying such default and demanding the same to be remedied, or (b) any bankruptcy, reorganization, arrangement, insolvency, receivership or similar proceeding is instituted by or against Brimstone or substantially all of its property (and, in the case of a proceeding instituted against Brimstone and not consented to by Brimstone, such proceeding shall remain undischarged or unstayed for thirty (30) days), then InterRedec shall have the right, at its option, to do any one or more of the following: (i) proceed by appropriate court action to enforce performance by Brimstone of the terms of this Agreement, to recover damages for the breach thereof, or both, (ii) terminate this Agreement with respect to any or all of the cars and Brimstone's rights thereunder with respect to such cars, and (iii) immediately take possession of the cars without demand or notice and without hearing, court order or other process of law (Brimstone hereby waiving all damages occasioned by such taking of possession).

If InterRedec elects to proceed under clause (iii) above, InterRedec may, at its option (but shall not be required to), lease any of the cars for such rental and upon such terms and conditions as InterRedec may deem appropriate. Brimstone shall pay InterRedec on demand (a) the deficiency, if any, during the balance of the term of this Agreement between the rental provided for under this Agreement and any rental paid by others with respect to the lease of the cars, (b) all costs and expenses of repossessing, storing and renting any cars, (c) cleaning charges and charges for repairing damage to the cars which is Brimstone's

responsibility under this Agreement, and (d) any other losses, damages, costs and expenses arising from Brimstone's default.

The remedies provided herein are not exclusive but are cumulative and in addition to all other remedies existing at law or in equity. Brimstone shall pay InterRedec on demand all of InterRedec's costs and expenses arising from Brimstone's default, including reasonable attorney's fees and costs of collection. No termination, repossession or other act of InterRedec after default shall relieve Brimstone from any of its aforesaid obligations. No waiver of any default shall be effective unless in writing signed by InterRedec.

Brimstone shall not be entitled to any mileage credits after any such default and as long as it continues.

9. Any notices or other communications required or permitted hereunder shall be sufficiently given if sent by mail, postage prepaid, addressed as follows:

If to Brimstone:

Brimstone Group Limited
2859 Paces Ferry Road
Suite 800
Atlanta, Georgia 30339
Attn: William L. Westman, II
President

If to InterRedec:

InterRedec, Inc.
Post Office Box 670
Richmond Hill, Georgia 31324
Attn: Mark S. Kuskin
Executive Vice President - Operations

Each party shall notify the other of any change of address in writing in the manner stated above.

10. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will not be affected in any way and shall remain in full force and effect.

11. This Agreement contains the entire agreement and understanding between

the parties relating to the subject matter hereof and supersedes any prior agreements, understandings or discussions between the parties. Any changes or amendments to this Agreement shall be in writing and signed by both parties.

12. This Agreement shall be governed by the laws of the State of Georgia applicable to contracts made and to be performed in such State without reference to any rules on conflicts of law.

13. In the event of any conflicts or inconsistencies between the terms and provisions of this Agreement and the CSA, 1987 Agreement, or 1989 Agreement, this Agreement shall govern.

14. Brimstone and InterRedec agree that the 1987 Agreement, the 1989 Agreement and this Agreement shall survive the expiration or earlier termination of the CSA.

IN WITNESS WHEREOF, InterRedec and Brimstone have caused this agreement to be executed by their duly authorized officers as of the date shown above.

INTERREDEC, INC. (SEAL)

By: [Signature]
Title: Executive Vice President

Signed, sealed and delivered as to InterRedec, Inc. in the presence of:

[Signature]
Witness

[Signature]
Notary Public CHATHAM
JODI MEADE, NOTARY PUBLIC County, Georgia
MY COMMISSION EXPIRES 12-31-1993
(SEAL)

BRIMSTONE GROUP LIMITED (SEAL)

By: Whwest

Title: President

Signed, sealed and delivered as to
Brimstone Group Limited in the presence of:

[Signature]
Witness

Dana L. Robbins
Notary Public

State of Georgia

My commission expires: 2/28/93

(SEAL)

EXHIBIT 1

UNION TANK CAR COMPANY

CAR SERVICE AGREEMENT

Effective this thirtieth day of March, 1983, UNION TANK CAR COMPANY, a Delaware corporation ("Lessor"), and INTEREDDEC, (U. S. A.), INC.

.....

a Delaware corporation ("Lessee"), agree as follows:

ARTICLE I

LEASE OF CARS

SECTION 1.01. *Lease.* Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, upon the terms and conditions set forth herein, the railway cars described in riders which may from time to time be added to this Agreement by agreement of the parties. (Such cars are referred to herein as the "cars" or "car".) This Agreement will be effective from the date hereof and will expire upon the expiration of the term of lease of the last car leased hereunder, except that all obligations of Lessee which have not been satisfied in full by that time shall continue until so satisfied.

SECTION 1.02. *Term.* The term of lease of each car shall be that specified in the rider with respect to such car and shall commence on the date the car is forwarded to Lessee or, in the case of a car which is to be lined, coated or otherwise modified at Lessee's request, the facility where such work is to be done. Lessor shall not be liable for delays due to causes beyond its reasonable control and, in the event of any such delay, Lessor shall forward the car to such location as soon as reasonably possible thereafter.

SECTION 1.03. *Rental.* The monthly rental rate for each car shall be that specified in the rider with respect to such car. Except as otherwise provided herein, Lessee shall pay Lessor such rental from the date the car is forwarded pursuant to Section 1.02 to the date the car is released to Lessor in the manner provided in Section 1.07. Lessor will allow Lessee mileage credits against such rental in the manner provided in Section 1.05.

SECTION 1.04. *Payments.* Lessor will invoice Lessee for rental monthly. Lessee shall pay all rental and other amounts required to be paid by it hereunder within ten (10) days of Lessor's invoice therefor.

SECTION 1.05. *Mileage Credits.* (a) All compensation paid by the railroads with respect to the use of any car shall be paid to and retained by Lessor, but Lessor shall credit mileage allowances earned by the car while on lease hereunder and actually received by it against rental hereunder to the extent and in the manner herein provided. Lessor will credit such mileage payments to Lessee's rental account as soon as practicable after receipt from Lessee of the information to be furnished by Lessee pursuant to Section 1.06.

(b) Credits for each movement for which mileage payments are made by a railroad will be computed using the applicable mileage rate of the railroad in effect on the date of movement and the distance as published in the mileage tariffs of such railroad, as follows: (i) for railroads allowing equal payments for each loaded and empty mile, credits will be based on double the loaded mileage rate times the number of loaded miles; and (ii) for railroads allowing for loaded miles only, credits will be based on loaded miles only.

(c) Credits will first be applied against rental for the entire calendar year in which such credits accrued. Excess credits, if any, will then be applied against rental for the preceding period this

Agreement was in effect to the extent not previously covered by credits. Any remaining credits will then be applied against rental for the five (5) succeeding calendar years, or such shorter period as this Agreement may remain in effect, but only after allowance of credits earned by the cars while on lease to Lessee during such period. Upon termination of this Agreement, any unused credits will be canceled and will remain the property of Lessor.

SECTION 1.06. Reports. In order to assist Lessor in the collection and crediting of mileage allowances pursuant to Section 1.05, Lessee shall promptly report to Lessor the point and date of shipment, routing and destination of each loaded car movement. If Lessee fails to provide such information to Lessor within three (3) years of the date of such movement, Lessee will not be entitled to any mileage credits with respect to such movement. Lessee shall provide Lessor such other information concerning any car as Lessor may from time to time reasonably request.

SECTION 1.07. Return of Cars. Promptly upon the expiration or earlier termination of this Agreement as to any car, Lessee shall release such car to a forwarding railroad within the boundaries of the continental United States (excluding Alaska) in accordance with disposition instructions furnished by Lessor. Lessee shall release such car empty, clean, free of all residue and otherwise in the same condition in which it was furnished except for ordinary wear and tear and such maintenance and repairs as are the responsibility of Lessor hereunder; and if the car is not released in such condition, rental shall continue until the required cleaning, maintenance and repairs have been completed at Lessee's expense. If any car is not so released within twenty-one (21) days after the expiration of the term of lease of such car, Lessee shall pay Lessor rental until the car is so released at a rate equal to three times the rate specified in the rider as to such car. Such payment shall be in addition to any other remedies Lessor may have hereunder.

ARTICLE II

CONDITION AND CARE OF CARS

SECTION 2.01. Condition of Cars. Lessee shall be solely responsible for determining that each car is in proper condition for loading and shipment.

SECTION 2.02. Cleaning of Cars. Any cleaning of cars that may be necessary to prepare them for shipment of commodities by or for Lessee shall be done at Lessee's expense and responsibility unless otherwise agreed in writing.

SECTION 2.03. Maintenance of Cars: Lessor. Except as otherwise provided in this Agreement, Lessor is responsible for maintaining and repairing the cars in accordance with the Code of Interchange Rules of the Association of American Railroads and the regulations of the U.S. Department of Transportation and other U.S. federal authorities having jurisdiction. Lessor shall have no such responsibility until informed of the need for such maintenance or repair. If any car requires maintenance or repairs which are Lessor's responsibility hereunder, Lessee shall so notify Lessor and shall cause such car to be delivered empty to a repair location designated by Lessor; and if requested by Lessor, Lessee shall cause the car to be cleaned of all residue at Lessee's expense. If Lessor determines that the car requires repairs the cost of which, in Lessor's opinion, could not be recovered economically over the remaining useful life of the car, Lessor shall have the right to terminate this Agreement with respect to such car upon notification to Lessee.

SECTION 2.04. Maintenance of Cars: Lessee. Lessee may make repairs to the lining or coating of any car but shall not otherwise modify or repair any car without first obtaining the prior written approval of Lessor.

SECTION 2.05. Modification. If at any time after the effective date of any rider, a modification to any car covered thereby should be required by any governmental, railroad or other authority, Lessor may (but shall not be required to) make such modification. If Lessor elects to make such modification, (i) Lessee shall deliver the car to such shop and at such time as Lessor shall designate for the

purpose thereof, (ii) rental as to such car shall abate for the same period as is specified under Section 2.08 for a car requiring repairs, and (iii) rental as to such car shall be increased by an amount determined as provided in the rider covering such car commencing on the first day of the month immediately following the month in which such modification is completed. If Lessor elects not to make such modification, Lessee may, with Lessor's prior written consent, make such modification at its own expense.

SECTION 2.06. Interior Coatings or Linings. If the interior of any car is to be newly coated or lined prior to the initial use of such car by Lessee or at any other time during the term of lease of such car, the application or installation of any such coating or lining shall be at Lessee's expense. Lessee will maintain, repair or replace any coating or lining (whether newly installed or previously used) as may be required in connection with its use of any car. If requested by Lessor, Lessee will, at Lessee's expense, remove any coating or lining prior to the return of the car to Lessor.

SECTION 2.07. Lessee Improvements. All additions and improvements to any car made at Lessee's request, including without limitation parts, accessories, linings, coatings and modifications, shall be considered accessions to such car, and title thereto shall immediately vest in Lessor without cost or expense to Lessor. If requested by Lessor, Lessee shall, at Lessee's expense, remove any such additions or improvements prior to the release of any car.

SECTION 2.08. Abatement of Rental. (a) Except as provided in Sections 2.08(b) and 2.10, if any car is reported as bad order and requires repairs, or if any car is removed from service at Lessor's request for preventive maintenance, inspection or testing, rental as to such car shall cease as of the date Lessor receives notice from Lessee that the car has been forwarded empty to a shop designated by Lessor and shall resume upon completion of such repairs, preventive maintenance, inspection or testing.

(b) There shall be no abatement of rental when (i) modifications or other work to a car which are not the responsibility of Lessor hereunder are performed at Lessee's request, (ii) a car is out of service for coating or lining application, maintenance or removal, (iii) a car is reported bad order at a time when it is overdue for inspection, testing or maintenance and Lessor has given Lessee reasonable advance notice of such requirement, (iv) the repairs are the responsibility of Lessee hereunder or (v) performance of the repairs is the responsibility of a railroad and such repairs are not made at a shop designated by Lessor.

SECTION 2.09. Damage to Cars; Lost or Damaged Parts. (a) Lessee shall be liable for all damage to any car which (i) is caused by the negligence or misconduct of Lessee or its agents or customers or (ii) occurs while such car is located on the premises of Lessee, its agents or customers, regardless of the cause thereof.

(b) In addition, if any car part (including, but not limited to, outlet caps, valves, dome coverings and fittings) is damaged, lost or removed without the consent of Lessor, Lessee shall be liable therefor, regardless of the cause thereof, unless (i) full responsibility therefor has been assumed by one or more railroads or (ii) such loss or damage occurs while the car is located at a repair facility of Lessor and is the result of the negligence or misconduct of Lessor or its agents.

(c) If any car suffers corrosion or other damage related to or connected with the commodity or other material placed or allowed to accumulate in or on the car, or to which the car is exposed, Lessee shall be liable for such damage, regardless of how caused and whether or not due to Lessee's negligence. Such damage shall not be considered "ordinary wear and tear." Prior to the commencement of the term of lease of any car, Lessor will, if requested by Lessee, arrange a joint inspection of the car at a repair shop designated by Lessor. Unless prior to the first loading of the car by Lessee a joint inspection report setting forth the nature and amount of any then existing damage is signed by both parties, it shall be conclusively presumed that the car was free of corrosion or other commodity-related damage at the time of commencement of the term of lease of such car.

SECTION 2.10. Destroyed Cars. If any car is destroyed (including damage which, in Lessor's opinion, would require repairs the cost of which could not be recovered economically over the re-

maining useful life of the car), rental therefor will cease on the later of (i) the date of such destruction, (ii) the date the commodity, if any, loaded therein has been unloaded by Lessee or (iii) if Lessee is liable for such loss hereunder, the date Lessee pays to Lessor the depreciated value of such car determined in accordance with the AAR Interchange Rules.

SECTION 2.11. *Substitution of Cars.* If any car is destroyed or requires repairs which Lessor determines would be uneconomical to perform, Lessor may, but shall not be obligated to, furnish Lessee a replacement car of the same type and upon the same terms. If Lessor elects to furnish a replacement car, such car shall become subject to the terms hereof on the date such car is forwarded to Lessee. All provisions of this Agreement shall apply to any replacement car; and upon request of Lessor, Lessee shall execute such documents as may be necessary to effect the substitution.

ARTICLE III

USE OF CARS

SECTION 3.01. *Commodities.* Lessee shall not use any car for the transportation or handling of any commodity or other material which may damage the car.

SECTION 3.02. *Area of Use.* Each car shall be used exclusively within the boundaries of the continental United States of America, Canada and Mexico. Lessee shall be responsible for all customs duties, taxes and other charges made by any governmental or other authority or any railroad and for complying with all governmental and other requirements arising in connection with any car leaving, operating outside of or returning to the boundaries of the continental United States; and Lessee shall indemnify Lessor against and hold it harmless from any damages, losses, liabilities, costs and expenses connected therewith.

SECTION 3.03. *Compliance With Laws.* Lessee shall use the cars in compliance with all laws and regulations of all federal, state, local and foreign authorities having jurisdiction thereof.

SECTION 3.04. *High Mileage.* Lessee shall not, without the prior written consent of Lessor, use any car or permit such car to be used in such a manner that in any calendar year it accumulates in excess of the maximum mileage (loaded and empty) specified in the rider as to such car. If the mileage specified is exceeded, Lessee shall pay Lessor a mileage charge in the amount specified in such rider for each mile each car moves in excess of such limitation.

SECTION 3.05. *Sublease and Assignment.* Lessee shall not loan or sublet any car or transfer or assign any of its interests or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of Lessor, except that Lessee may loan or sublet cars to (i) its affiliated companies, or (ii) its consignees or suppliers in connection with the handling of commodities sold, bought or applied for the account of Lessee and transported therein. No sublease, assignment or transfer of any car or any interest in this Agreement shall relieve Lessee of any of its obligations hereunder.

SECTION 3.06. *Empty Mileage.* Lessee shall use its best efforts to minimize the empty mileage traveled by the cars on each railroad over which they move. With respect to each calendar year or portion thereof during the term of this Agreement, Lessee shall pay Lessor an amount equal to the charges, if any, that Lessor would have had to pay railroads or other parties by reason of the empty mileage traveled by the cars if the cars (i) had been the only railway cars which either were owned by Lessor or carried its reporting marks and (ii) had been in use during such year only while they were on lease hereunder.

SECTION 3.07. *Use of Cars Under AAR Circular OT-5.* Whenever approval of the originating line haul carrier(s) is required in order that cars may be placed in service pursuant to AAR Circular OT-5 and any revisions or successors thereto, Lessor shall, upon written request of Lessee, use reasonable efforts to aid Lessee in obtaining such approval. In no event shall Lessor be liable if any such approval is not obtained for any reason or is withdrawn or modified, and this Agreement shall continue

in full force and effect notwithstanding such withdrawal or modification or the failure to obtain such approval.

SECTION 3.08. *Additional Charges.* Lessee shall use each car in compliance with the tariffs and other requirements from time to time applicable to such car or its use, and if any charges are made against Lessor by any railroad in connection with the use of such car, Lessee shall pay Lessor for such charges within the period prescribed by, and at the rates and under the conditions established by, said tariffs. Lessee shall pay (or reimburse Lessor upon demand for) all costs, charges and expenses relating to switching, demurrage, detention, storage, special handling, transportation or movement of any car, including but not limited to freight and switching charges for movement to and from repair shops, storage or terminal facilities. Lessee's tracks shall be considered home tracks for the cars and Lessor shall have the use thereof without charge.

SECTION 3.09. *Investment Tax Credit.* Lessee agrees to use each car predominantly within the United States within the meaning of Section 48(a)(2)(A) of the U.S. Internal Revenue Code of 1954, as amended. If all or any portion of the investment tax credit with respect to such car otherwise allowable to Lessor (or its assigns) pursuant to such Code is disallowed or recaptured as a direct or indirect result of Lessee's violation of this Section, Lessee shall pay Lessor an amount which, after deduction of all federal, state and local taxes in respect of the amount payable by Lessee to Lessor under this Section, shall be equal to such credit or portion thereof so disallowed or recaptured.

ARTICLE IV

MISCELLANEOUS PROVISIONS

SECTION 4.01. *Marking.* No marking of any kind shall be placed upon any car without the prior written consent of Lessor, except that (i) Lessee may cause any car to be stencilled, boarded or placarded with letters not to exceed two inches (2") in height to indicate to whom the cars are leased and (ii) any car may be marked in accordance with the applicable requirements of the Association of American Railroads or any governmental or other regulatory authority having jurisdiction over such car. If requested by Lessor, Lessee will remove any such markings at the termination of the lease of such car.

SECTION 4.02. *Damage to or by Commodities.* Lessor shall not be liable for any loss of or damage to any commodity loaded or shipped in any car, regardless of how such loss or damage may be caused. Lessee shall indemnify Lessor against and hold Lessor harmless from all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of or resulting from the loss of or damage to any such commodity or the loading, unloading, spillage, leakage, emission or discharge of commodity in or from the car, including without limitation any liability for injury, death, property damage or environmental pollution.

SECTION 4.03. *Taxes and Liens.* Lessor shall be liable for and pay all personal property taxes properly imposed on or measured by the cars or the mileage thereon by any jurisdiction within the United States and file all property tax returns relating thereto. Lessee shall be liable for and shall pay or reimburse Lessor for the payment of other taxes and governmental charges arising out of the ownership, possession, lease, rental, sale, use, operation, storage or delivery of any car (including, but not limited to, sales, use, leasing or excise taxes but not including any tax which is based upon or measured by Lessor's net income), together with any penalties, fines and interest thereon. Lessee shall keep the cars free from all liens and encumbrances other than those created by or resulting from the actions of Lessor.

SECTION 4.04. *Subordination.* This Agreement and all rights of Lessee (and of any persons claiming or who may hereafter claim under or through Lessee) are hereby made subject and subordinate to any security agreements, chattel mortgages, conditional sale agreements, lease agreements, equipment trust agreements and other security instruments heretofore or hereafter created by Lessor with respect to any cars. Any sublease of cars made by Lessee and otherwise permitted by Section 3.05

shall contain language which expressly makes such sublease subject to the subordination contained herein. At Lessor's election, any car may be marked to indicate the rights of Lessor, or of a trustee, mortgagee, pledgee, assignee or other holder of a security interest in such car, or a lessor to Lessor.

SECTION 4.05. *Indemnification.* Lessee shall defend (if such defense is tendered to Lessee), indemnify and hold Lessor harmless from and against all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of or in connection with the use of any car during the term of this Agreement, except claims, liabilities, losses, damages, costs and expenses (i) for which one or more railroads has assumed full responsibility or (ii) which result solely from the active negligence or willful misconduct of Lessor.

SECTION 4.06. *Past Due Payments.* Any rental or other sum payable to Lessor under this Agreement and not paid when due shall (whether or not Lessor shall then be entitled to exercise its rights under Section 4.07) thereafter bear interest at a rate per annum equal to the greater of (a) 12% or (b) the prime rate in effect from time to time at The First National Bank of Chicago (but not in excess of the maximum rate permitted by law).

SECTION 4.07. *Default.* If (a) Lessee defaults in the payment when due of any rental or other sum required to be paid by it under this Agreement or defaults in the performance or observance of any other term or condition to be performed or observed by it under this Agreement and any such default continues for fifteen (15) days after Lessor shall have mailed written notice to Lessee specifying such default and demanding the same to be remedied, or (b) any bankruptcy, reorganization, arrangement, insolvency, receivership or similar proceeding is instituted by or against Lessee or substantially all of its property (and, in the case of a proceeding instituted against Lessee and not consented to by Lessee, such proceeding shall remain undischarged or unstayed for thirty (30) days), then Lessor shall have the right, at its option, to do any one or more of the following: (i) proceed by appropriate court action to enforce performance by Lessee of the terms of this Agreement, to recover damages for the breach thereof, or both, (ii) terminate this Agreement with respect to any or all of the cars and Lessee's rights thereunder with respect to such cars, and (iii) immediately take possession of the cars without demand or notice and without hearing, court order or other process of law (Lessee hereby waiving all damages occasioned by such taking of possession).

If Lessor elects to proceed under clause (iii) above, Lessor may, at its option (but shall not be required to), lease any of the cars for such rental and upon such terms and conditions as Lessor may deem appropriate. Lessee shall pay Lessor on demand (a) the deficiency, if any, during the balance of the term of this Agreement between the rental provided for under this Agreement and any rental paid by others with respect to the lease of the cars, (b) all costs and expenses of repossessing, storing and renting any cars, (c) cleaning charges and charges for repairing damage to the cars which is Lessee's responsibility under this Agreement, and (d) any other losses, damages, costs and expenses arising from Lessee's default.

The remedies provided herein are not exclusive but are cumulative and in addition to all other remedies existing at law or in equity. Lessee shall pay Lessor on demand all of Lessor's costs and expenses arising from Lessee's default, including reasonable attorneys' fees and costs of collection. No termination, repossession or other act of Lessor after default shall relieve Lessee from any of its aforesaid obligations. No waiver of any default shall be effective unless in writing signed by Lessor.

Lessee shall not be entitled to any mileage credits after any such default and as long as it continues.

SECTION 4.08. *Warranties.* Lessor's obligations with respect to the cars are expressly limited to those set forth in this Agreement, and LESSOR MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE, NOR SHALL LESSOR HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY CAR LEASED HEREUNDER. Lessee shall be solely respon-

sible for determining that the specifications and design of any car are appropriate for the commodities loaded therein.

SECTION 4.09. *Governing Law.* This Agreement and performance of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Illinois.

SECTION 4.10. *Severability.* If any provision of this Agreement shall be held to be invalid or unenforceable by the final judgment of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any other provision but this Agreement shall continue in full force and effect as if such provision had not been a part hereof.

SECTION 4.11. *Headings.* The Article and Section headings used herein are for convenience of reference only and shall not be used in interpreting this Agreement.

SECTION 4.12. *Waiver.* This Agreement may not be amended or modified except by written agreement signed by the parties. No waiver of any provision of this Agreement shall be effective unless in writing signed by the party against whom enforcement of such waiver is sought, and unless otherwise expressly so provided such waiver shall be limited only to the specific situation for which it was given.

SECTION 4.13. *Benefit.* This Agreement shall be binding upon and inure to the benefit of Lessor and its successors and assigns, and Lessee and (to the extent permitted by Section 3.05) its successors and assigns.

SECTION 4.14. *Entire Agreement.* This Agreement, including all riders and other documents attached hereto or incorporated by reference herein, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all other understandings, oral or written, with respect to the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

UNION TANK CAR COMPANY,
Lessor

By Frank L. L.
Title Vice President

INTERREDEC, (U. S. A.), INC.
Lessee

By M. M. M.
Title _____

EXHIBIT 2

AGREEMENT

This Agreement ("Agreement") is entered into as of December 1, 1987, between Union Tank Car Company ("Union") and InterRedec, Inc. ("InterRedec"), formerly known as InterRedec (U.S.A.), Inc.

Recitals

A. Union and InterRedec entered into a Car Service Agreement on March 30, 1983. (Such Car Service Agreement and the applicable Riders thereto are hereafter referred to as "CSA".)

B. Union and InterRedec wish to amend the CSA to reduce InterRedec's commitment under the CSA and to provide for certain payments to Union to compensate it for agreeing to such reduction and other amendments.

Agreement

1. Amendment of CSA. Union and InterRedec agree that, subject to InterRedec's obligations under Section 9 of this Agreement, Riders 4, 5 and 6 to the CSA (copies of which are attached as Attachments 1, 2 and 3) are canceled effective as of February 15, 1987. Union and InterRedec further agree that Rider 7 (a copy of which is attached as Attachment 4) is hereby added to the CSA effective as of February 15, 1987.

2. InterRedec's Payment Obligation. In consideration of Union's agreements hereunder (including the cancellation, subject to InterRedec's obligations under Section 9 of this Agreement, of Riders 4, 5 and 6 to the CSA), InterRedec agrees to pay Union the sum of \$3,300,000 (plus interest as provided in Section 5), on or before February 15, 1992, in accordance with the terms of this Agreement. (InterRedec's obligation to pay such sum is hereinafter referred to as the "Obligation".) If the Obligation has not been paid before February 15, 1992, InterRedec shall pay all remaining amounts due hereunder in cash on February 15, 1992.

3. InterRedec's February 15 - December 31, 1987 Obligation. Union and InterRedec have agreed that the rental to be paid by InterRedec for cars utilized by InterRedec during the period from February 15, 1987 through December 31, 1987 shall be \$300 per car per month for each car utilized by InterRedec. A car shall be deemed to have been utilized by InterRedec during a particular month if the car is reported as moving during that month in the AAR Car Activity Data Exchange records supplied to Union by the railways. However, with respect to cars which have been subleased by Union to third parties for some or all of the period from February 15, 1987 through December 31, 1987,

InterRedec shall have no monthly rental obligation to Union during the term of such subleases.

4. Special Credit Account. Union shall hold, in an account ("Special Credit Account"), for the benefit of InterRedec an amount equal to the amount by which the total rental payments made under the CSA by InterRedec for the period February 15, 1987 to December 31, 1987, exceeded the rental rate of \$300 per car utilized per month as provided in Section 3 of this Agreement. Union shall also hold in the Special Credit Account for the benefit of InterRedec interest accruing pursuant to Section 5 of this agreement on the principal amount held in such account.

At the option of InterRedec, but subject to Union's rights under Section 13 of this Agreement, InterRedec may direct that amounts in the Special Credit Account may be credited toward the Obligation or toward any amount due under the CSA, or both. Once InterRedec has paid all of the Obligation, Union shall pay the amount remaining in the Special Credit Account, if any, to InterRedec.

5. Interest. No interest shall accrue on either the Obligation or the Special Credit Account through December 31, 1987. Effective January 1, 1988, interest shall accrue on a daily basis on both the Obligation and the Special Credit Account at a rate equal to the rate of interest published from time to time by The First National Bank of Chicago as its "prime rate" plus 1/2%, provided, that in no event shall the interest rate hereunder exceed 12% per annum. The rate of interest hereunder shall be adjusted on the first business day after the date on which a change is announced by The First National Bank of Chicago as its "prime rate."

6. Payment of Obligation. Beginning as of September 15, 1987 and subject to the provisions of Section 11 of this Agreement, InterRedec shall be credited each month, against the Obligation and the interest accruing thereon, with an amount equal to the difference between the rent paid by InterRedec under the CSA and this Agreement for such month (less any amounts credited to the Special Credit Account pursuant to Section 3 of this Agreement) and the "total car operating costs" for the cars used by InterRedec during such month (such difference being referred to as the "Monthly Car Credit"). The "total car operating costs" for the cars used by InterRedec for a month shall be equal to the product of the number of cars InterRedec is leasing during such month multiplied by the applicable "car operating cost" set forth in Attachment 5. However, if the Monthly Car Credit for a month is less than the interest due for such month, InterRedec shall also pay to Union an amount equal to the interest due for such month minus the Monthly Car Credit.

Union's "total car operating costs" shall be calculated on the basis of the actual number of full months for which rental is due, subject to proration for partial months.

InterRedec shall have the right to prepay any or all of the Obligation at any time with no penalty. All payments hereunder shall first be applied to any accrued interest and then to the outstanding principal.

7. Molten Sulphur Tank Car Requirements. From February 15, 1987, through the termination of this Agreement, InterRedec agrees to lease all of its molten sulphur tank car requirements from Union pursuant to the terms of the CSA and this Agreement. Union agrees that without discriminating against its other customers it will use its best efforts to provide all molten sulphur tank cars required by InterRedec during such period. Union agrees that the monthly rental rate for the remainder of 1987 shall be \$300 per car per month. Union shall notify InterRedec of the monthly rental rate for each year on or before January 31 of the year in question.

If after good faith efforts Union is unable to supply InterRedec with molten sulphur tank cars within a reasonable period after request from InterRedec, InterRedec has the option to lease those cars which Union cannot supply from others; provided, however, that Union's inability to supply cars at one time shall not release InterRedec from its obligation to lease future requirements from Union.

8. Maximum Aggregate Payment. Notwithstanding any other provision of this Agreement, the Obligation shall be deemed to be satisfied if the total of InterRedec's rental and interest payments under this Agreement and Section 1.03 of the CSA after January 1, 1987, less any amounts held in the Special Credit Account, equals \$7,400,000.

9. Corrosion. This Agreement includes full settlement of all claims by Union for corrosion damage to tank cars leased by InterRedec under the terms of Riders 1, 2 and 3 to the CSA. Notwithstanding Section 1 of this Agreement, InterRedec agrees to compensate Union for all costs of repairing damage to cars leased under Riders 4, 5, 6 and 7 to the CSA and all such additional Riders as may be added to the CSA from time to time, including (but not limited to) damages resulting from exterior corrosion incurred while the cars were leased to InterRedec. Provided, however, that InterRedec will be responsible for corrosion damage to the interior of such cars only to the extent that such damage constitutes "excessive interior corrosion" as defined below.

Also notwithstanding Section 1 of this Agreement, InterRedec shall compensate Union for "excessive interior corrosion" to the interior of cars leased under Riders 4, 5, 6 and 7 and all such additional Riders as may be added to the CSA from

time to time. The parties agree that "excessive interior corrosion" shall mean corrosion which reduces the thickness of the tank car by more than 4.5 mils for each full year that the cars were leased to InterRedec.

In making claims hereunder, Union will provide reasonable evidence of the corrosion that occurred.

10. Financial Status and Information. During the term of this Agreement, InterRedec will provide Union with its consolidated and its consolidating financial statements within 120 days after the end of each fiscal year. The consolidating statements shall include InterRedec's sulphur operations.

InterRedec shall immediately notify Union if, as of the end of any fiscal quarter, the net worth of InterRedec is less than \$30,000,000. If InterRedec so notifies Union, Union may, at its sole option, demand such security as is adequate, in Union's sole discretion, to protect Union and to secure the repayment of any part of the Obligation remaining unpaid. InterRedec's failure to promptly provide such security shall be an Event of Default under this Agreement.

11. Sublease and Assignment. Notwithstanding Section 3.05 of the CSA and except as provided in the next sentence, under no circumstances shall InterRedec either sublease, assign, and/or loan any car covered by this Agreement or transfer or assign any of its interests or obligations under this Agreement to any other person. However, if requested in writing by InterRedec, Union will attempt to locate a third party (who shall be fully acceptable to Union) who would be interested in sub-subleasing such cars from Union. If Union locates such a third party, Union agrees that it will itself sublease such cars back from InterRedec (provided, that no rent will be payable by Union to InterRedec under such sublease) and then sub-sublease such cars to such third party. InterRedec shall have no monthly rental obligation to Union with respect to such cars during the term of such sublease, and no amount of any rent that Union receives under the sub-subleases shall be credited against the Obligation. Under no circumstances shall Union be liable to InterRedec for any alleged failure, omission, or lack of diligence in finding or approving a third party as an acceptable sub-sublessee.

12. Events of Default. The occurrence of any one of the following events shall, if not remedied within the applicable cure period (if any), constitute a default ("Event of Default") by InterRedec under this Agreement:

(a) InterRedec's failure to pay when due or declared due any payment, whether of principal or interest or otherwise, under this Agreement;

(b) InterRedec's failure to pay when due any amount under the CSA;

(c) InterRedec's failure to perform any other obligation or duty it may have under this Agreement, the CSA, or any other Agreement between InterRedec and Union, which failure, if subject to being remedied, remains unremedied for more than ten days after Union notifies InterRedec of such failure;

(d) InterRedec's failure to generally pay its debts as they become due or its admission in writing of its inability to pay its debts; InterRedec's becoming insolvent; InterRedec's making a deed of trust or assignment for the benefit of creditors; or InterRedec's undertaking any action or other proceedings seeking relief as debt or otherwise under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors or the bringing of any such action or proceeding against InterRedec; or

(e) InterRedec's failure to provide Union with adequate assurance of its ability to perform hereunder within ten days after Union has notified InterRedec that Union has reasonable ground for insecurity as to InterRedec's ability to perform its obligations hereunder.

13. Rights Upon Default. Upon an Event of Default, the Obligation shall immediately become due and payable, in full, without notice or demand by Union. In such event, Union shall have the right, at its sole option, to take all or any part of the amount in the Special Credit Account and apply it to any amounts then due under either the Agreement or CSA, as Union may choose in its sole discretion, or both.

Any Event of Default under this Agreement shall also be considered a default under the CSA and shall allow Union to exercise whatever rights it may have under the CSA in the event of default.

The remedies provided herein are not exclusive but are cumulative and in addition to all other rights and remedies that Union may have at law or in equity.

14. Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if sent by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Union:

Union Tank Car Company
111 West Jackson Street
Chicago, Illinois 60604
Attn: Vice President - Fleet Management

If to InterRedec:

InterRedec, Inc.
P. O. Box 670
Richmond Hill, Georgia 31324
Attn: Comptroller

Each party shall notify the other of any change of address in writing in the manner stated above. Any notices sent by mail shall be effective three days after mailing, except that notices of change of address shall be effective when received.

15. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will not be affected in any way and shall remain in full force and effect.

16. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes any prior agreements, understandings or discussions between the parties. Any changes or amendments to this Agreement shall be in writing and signed by both parties.

17. Governing Law. This Agreement shall be governed by the laws of the State of Illinois applicable to contracts made and to be performed in such State without reference to any rules on conflicts of laws.

18. Section Headings. The section headings are not part of this Agreement and are included solely for the convenience of the parties. They shall not affect the meaning or construction of any of the provisions of this Agreement.

19. Conflicts Between Agreement and CSA. In the event of any conflicts or inconsistencies between the provision of this Agreement and the CSA, this Agreement shall govern.

20. Guaranty. InterRedec unconditionally guarantees the performance of all of its past, present and future duties and obligations under both this Agreement and the CSA, including,

without limitation, its agreement to pay the Obligation as provided herein.

IN WITNESS WHEREOF, Union and InterRedec have caused this agreement to be executed by their duly authorized officers as of the date shown above.

UNION TANK CAR COMPANY

INTERREDEC, INC.

By: E. P. Jincy

By: [Signature]

Title: VICE PRESIDENT - FLEET MANAGEMENT

Title: SENIOR VICE PRESIDENT

RIDER NO. 4 TO CAR SERVICE AGREEMENT

Effective this fifteenth day of February, 1984
 this rider shall become a part of the Car Service Agreement between Union Tank Car Company, Lessor,
 INTEREDEC, (U. S. A.), INC.

Lessee, dated March 30, 1983, and the cars described herein shall be leased
 Lessee subject to the terms and conditions in said Car Service Agreement during the term and for the rental shall be as follows:

CLASS OR TYPE OF CAR	APPROXIMATE CAPACITY (Gallage)	MONTHLY RENTAL (Per Car)
DOT 111-A-100-W-3 Insulated, exterior coiled, equipped with six inches (6") of insulation, internal bottom outlet valve, and safety dome platform.	13,200	\$505.00

(120 cars)

Rental for each car will begin on the date of forwarding to Lessee from point of manufacture and term for each car shall be computed from the first day of the month succeeding the averaged forwarding dates of all of the cars.

Freight charges from point of manufacture to point of first loading shall be for the account of Lessee.

Per Section 2.05. The sum to be added to the monthly rental rate for a modification with useful life equal to that of the car itself will be 1.45% of the cost of the modification and the sum to be added to the monthly rental rate for a modification with a useful life less than that of the car will be an amount which will recover the cost of the modification including the implicit cost of money at 10% annum, over the estimated life of such modification.

Per Section 3.04. Each car is limited to maximum of 60,000 miles (loaded and empty) per calendar year, and if this maximum annual mileage is exceeded, a mileage charge of \$0.03 per mile will be assessed for all miles in excess of 60,000.

The minimum rental period for the cars leased hereunder shall be sixty (60)

months, and the cars will continue under lease thereafter for further successive sixty (60) month terms, at the same rate and under the same conditions, unless notice, in writing, requesting cancellation shall be given by either party to the other at least sixty (60) days prior to the expiration of the initial term or any subsequent term for cars covered by this rider. Thereafter, this rider will terminate automatically upon the date of release of last car covered by this rider.

*one hundred eighty (180)

Effective Riders 1, 2, 3, 4

Cancels Rider No. _____

Union Tank Car Company (Lessor)

INTEREDEC, (U. S. A.) INC. (Lessee)

By

K. P. J. [Signature]
 Vice President - Fleet Management

By

J. J. [Signature]

RIDER NO. 5 TO CAR SERVICE AGREEMENT

Effective this fifteenth day of February, 1984
 this rider shall become a part of the Car Service Agreement between Union Tank Car Company, Lessor,
 INTEREDEC, (U. S. A.), INC.

Lessee, dated March 30, 1983, and the cars described herein shall be leased
 Lessee subject to the terms and conditions in said Car Service Agreement during the term and for the rental shown
 below:

CLASS OR TYPE OF CAR	APPROXIMATE CAPACITY (Gallonage)	MONTHLY RENTAL (Per Car)
DOT 111-A-100-W-3 Insulated, exterior coiled, equipped with six inches (6") of insulation, internal bottom outlet valve, and safety dome platform.	13,200	\$512.00

(120 cars)

Rental for each car will begin on the date of forwarding to Lessee from point of manufacture and term for each car shall be computed from the first day of the month succeeding the averaged forwarding dates of all of the cars.

Freight charges from point of manufacture to point of first loading shall be for the account of Lessee.

Per Section 2.05. The sum to be added to the monthly rental rate for a modification with useful life equal to that of the car itself will be 1.45% of the cost of the modification and the sum to be added to the monthly rental rate for a modification with a useful life less than that of the car will be an amount which will recover the cost of the modification including the implicit cost of money at 10% annum, over the estimated life of such modification.

Per Section 3.04. Each car is limited to maximum of 60,000 miles (loaded and empty) per calendar year, and if this maximum annual mileage is exceeded, a mileage charge of \$0.03 per mile will be assessed for all miles in excess of 60,000.

The minimum rental period for the cars leased hereunder shall be seventy-two (72)

months, and the cars will continue under lease thereafter for further successive sixty (60) month terms, at the same rate and under the same conditions, unless notice, in writing, requesting cancellation shall be given by either party to the other at least sixty (60) days prior to the expiration of the initial term or any subsequent term for cars covered by this rider. Thereafter, this rider will terminate automatically upon the date of release of last car covered by this rider.

*one hundred eighty (180)

Effective Riders 1, 2, 3, 4, 5 Cancels Rider No. _____

Union Tank Car Company (Lessor)

INTEREDEC, (U. S. A.), INC. (Lessee)

By K. P. J. [Signature]
 Vice President - Fleet Management

By J. H. Quinn [Signature]

RIDER NO. 6 TO CAR SERVICE AGREEMENT

Effective this fifteenth day of February, 1984
 this rider shall become a part of the Car Service Agreement between Union Tank Car Company, Lessor, and
 INTEREDEC, (U. S. A.), INC.

Lessee, dated March 30, 1983, and the cars described herein shall be leased
 Lessee subject to the terms and conditions in said Car Service Agreement during the term and for the rental shown
 below:

CLASS OR TYPE OF CAR	APPROXIMATE CAPACITY (Gallons)	MONTHLY RENTAL (Per Car)
DOT 111-A-100-W-3 Insulated, exterior coiled, equipped with six inches (6") of insulation, internal bottom outlet valve, and safety dome platform.	13,200	\$519.00

(120 cars)

Rental for each car will begin on the date of forwarding to Lessee from point of manufacture and term for each car shall be computed from the first day of the month succeeding the averaged forwarding dates of all of the cars.

Freight charges from point of manufacture to point of first loading shall be for the account of Lessee.

Per Section 2.05. The sum to be added to the monthly rental rate for a modification with useful life equal to that of the car itself will be 1.45% of the cost of the modification, and the sum to be added to the monthly rental rate for a modification with a useful life less than that of the car will be an amount which will recover the cost of the modification including the implicit cost of money at 10% annum, over the estimated life of such modification.

Per Section 3.04. Each car is limited to maximum of 60,000 miles (loaded and empty) per calendar year, and if this maximum annual mileage is exceeded, a mileage charge of \$0.03 per mile will be assessed for all miles in excess of 60,000.

The minimum rental period for the cars leased hereunder shall be eighty-four (84)
months, and the cars will continue under lease thereafter for further successive sixty (60)
month terms, at the same rate and under the same conditions, unless notice, in writing, requesting cancellation shall
 given by either party to the other at least sixty (60) days prior to the expiration of the initial term or any successive
 term for cars covered by this rider. Thereafter, this rider will terminate automatically upon the date of release of
 last car covered by this rider.

*one hundred eighty (180)

Effective Riders 1, 2, 3, 4, 5, 6 Cancels Rider No. _____

Union Tank Car Company (Lessor)

INTEREDEC, (U. S. A.), INC. (Lessee)

By K. P. J. J. J.
 Vice President - Sales

By J. S. J. J. J.

RIDER NO. 7 TO CAR SERVICE AGREEMENT

Effective this sixteenth day of February, 1987
 this rider shall become a part of the Car Service Agreement between Union Tank Car Company, Lessor,
 INTERREDEC, INC. (formerly known as INTERREDEC, (U.S.A.), INC.)

Lessee, dated March 30, 1983, and the cars described herein shall be lease
 Lessee subject to the terms and conditions in said Car Service Agreement during the term and for the rental sh
 below:

CLASS OR TYPE OF CAR	APPROXIMATE CAPACITY (Gallorage)	MONTHLY RENTAL (Per Car)
DOT 111-A-100-W-3 Insulated, exterior coiled, equipped with six inches (6") of insulation, internal bottom outlet valve, and safety platform. (360 cars)	13,200	\$300.00

Per Section 2.05. The sum to be added to the monthly rental rate for a modification with
 useful life equal to that of the car itself will be 1.45% of the cost of the modification
 and the sum to be added to the monthly rental rate for a modification with a useful life
 less than that of the car will be an amount which will recover the cost of the modificati
 including the implicit cost of money at 10% per annum, over the estimated life of such a
 modification.

Per Section 3.04. Each car is limited to a maximum of 60,000 miles (loaded and empty) pe
 calendar year, and if this maximum annual mileage is exceeded, a mileage charge of \$0.03
 mile will be assessed for all miles in excess of 60,000.

The lease of cars covered by this rider is also subject to the terms and conditions set
 forth in the Agreement between the parties hereto dated December 1, 1987 which is attache
 to this rider.

The minimum rental period for the cars leased hereunder shall be February 16, 1987 through December 31,
months, and the cars will continue under lease thereafter until canceled by zero (0)
months notice given after expiration of the minimum period. Thereafter, this rider will terminate automatically up
 the date of release of the last car covered by this rider.

Effective Riders 7 Cancels Rider No. 4,5,6; Effective February 15
 1987

Union Tank Car Company (Lessor)

INTERREDEC, INC. (Les

By K.P. Jones

By M. Maror

ATTACHMENT 5

Projected Operating Costs

1984 Built Molten Sulphur Tank Cars

1987	-	\$128	Monthly Per Car		
1988	-	\$145	"	"	"
1989	-	\$163	"	"	"
1990	-	\$183	"	"	"
1991	-	\$204	"	"	"

EXHIBIT 3

AGREEMENT

This Agreement ("Agreement") is entered into as of June 1, 1989 between Union Tank Car Company ("Union") and InterRedec, Inc. ("InterRedec").

Recitals

A. Union and InterRedec entered into a Car Service Agreement on March 30, 1983. (Such Car Service Agreement and the applicable Riders thereto are hereinafter referred to as "CSA".)

B. Union and InterRedec entered into an executory accord Agreement on December 1, 1987 which reduced InterRedec's commitment under the CSA and provided for certain payments to Union to compensate it for agreeing to such reduction and other amendments. (Such Agreement is hereinafter referred to as the "1987 Agreement".)

C. Various disputes have arisen between Union and InterRedec and the parties wish by this Agreement to amend the 1987 Agreement in order to avoid litigation and resolve the disputes between them.

Agreement

1. Union and InterRedec agree that subject to InterRedec's obligations under Paragraph 6 of this Agreement, Rider 8 (a copy of which is attached hereto as Exhibit A) is cancelled effective March 31, 1989. Union and InterRedec further agree that Rider 9 (a copy of which is attached hereto as Exhibit B) is hereby added to the CSA effective as of June 1, 1989.

2. The parties agree that contemporaneously with this Agreement they will each execute a Release in the respective forms attached hereto as Exhibits C and D.

3. InterRedec hereby affirms and represents to Union that the terms of the CSA and the 1987 Agreement are valid and enforceable and that it makes no claim that Union has waived the benefits of any of said terms.

4. InterRedec desires to enter into a business arrangement with Brimstone Group Limited ("Brimstone") under which it will sublease cars to Brimstone. InterRedec acknowledges that under the terms of paragraph 11 of the 1987 Agreement it is not permitted to sublease cars. Union hereby consents to waive the provi-

sions of paragraph 11 to permit InterRedec to sublease the cars leased under Rider 9 to Brimstone. The parties agree that Union's aforesaid consent is limited to InterRedec's proposed sublease of Rider 9 cars to Brimstone and that but for this exception the provisions of paragraph 11 remain binding on InterRedec. If the business arrangement between InterRedec and Brimstone is terminated, InterRedec may request Union to consent to InterRedec subleasing the Rider 9 cars to a third party and Union agrees that it will not unreasonably withhold its consent, provided, however, that Union's refusal to consent to a sublease to one of its lease customers is agreed by the parties to be reasonable.

5. InterRedec hereby affirms and represents to Union that as of May 31, 1989 the amount of the Obligation is \$1,969,754.69, and that it is obligated to pay said amount with interest thereon in accordance with paragraph 5 of the 1987 Agreement less any applicable Monthly Car Credit. The Monthly Car Credit shall continue to be calculated in the manner set forth in paragraph 6 of the 1987 Agreement. For example, for each car leased under Rider 9 during 1989 the Monthly Car Credit shall be \$237 (monthly rental of \$400 less monthly car operating costs of \$163); during 1990 and 1991 the Monthly Car Credit for each car leased under Rider 9 shall be \$217 (\$400-\$183) and \$196 (\$400-\$204), respectively. InterRedec further affirms and represents to Union that it will not be entitled to any credit against the Obligation and the interest accruing thereon for rents received by Union from third parties for the leasing of cars returned by InterRedec to Union, irrespective of the amount of rent received by Union.

6. Notwithstanding Paragraph 1 of this Agreement, InterRedec agrees to compensate Union in accordance with the CSA for all costs of repairing damage to cars leased under Riders 4 through 9 to the CSA and all such additional Riders as may be added to the CSA from time to time, including (except as to cars leased under Rider 9) damages resulting from interior and exterior corrosion incurred while the cars were leased to InterRedec. Provided, however, that InterRedec will be responsible for corrosion damage to the interior of such cars only to the extent that such damage constitutes "excessive interior corrosion" as defined below.

Also notwithstanding Paragraph 1 of this Agreement, InterRedec shall compensate Union for "excessive interior corrosion" to the interior of cars leased under Riders 4 through 8 and all such additional Riders as may be added to the CSA from time to time unless specifically excluded by the terms of such additional Riders. The parties agree that "excessive interior corrosion" shall mean corrosion which reduces the thickness of the tank car by more than 4.5 mils for each full year that the cars were leased to InterRedec.

7. Union and InterRedec agree that the 1987 Agreement and this Agreement shall survive the expiration or earlier termination of the CSA.

IN WITNESS WHEREOF, Union and InterRedec have caused this agreement to be executed by their duly authorized officers as of the date shown above.

UNION TANK CAR COMPANY

INTERREDEC, INC.

By: _____

By: _____

Title: _____

Title: _____

677-R-E

RIDER NO. 8 TO CAR SERVICE AGREEMENT

Effective this first day of January, 1988
 this rider shall become a part of the Car Service Agreement between Union Tank Car Company, Lessor, and
 INTERREDEC, INC. (formerly known as INTERREDEC, (U.S.A.), INC.)

Lessee, dated March 30, 1983, and the cars described herein shall be leased to
 Lessee subject to the terms and conditions in said Car Service Agreement during the term and for the rental shown
 below:

CLASS OR TYPE OF CAR	APPROXIMATE CAPACITY (Gallons)	MONTHLY RENTAL (Per Car)
DOT 111-A-100-W-3 Insulated, exterior coiled, equipped with six inches (6") of insulation, internal bottom outlet valve, and safety platform. (160 cars)	13,200	\$335.00

Per Section 2.05. The sum to be added to the monthly rental rate for a modification with a useful life equal to that of the car itself will be 1.45% of the cost of the modification, and the sum to be added to the monthly rental rate for a modification with a useful life less than that of the car will be an amount which will recover the cost of the modification, including the implicit cost of money at 10% per annum, over the estimated life of such a modification.

Per Section 3.04. Each car is limited to a maximum of 60,000 miles (loaded and empty) per calendar year, and if this maximum annual mileage is exceeded, a mileage charge of \$0.03 per mile will be assessed for all miles in excess of 60,000.

The lease of cars covered by this rider is also subject to the terms and conditions set forth in the Agreement between the parties hereto dated December 1, 1987 which is attached to this rider.

beginning January 1, 1988
 The minimum rental period for the cars leased hereunder shall be ten (10)
months, and the cars will continue under lease thereafter until canceled by two (2)
months notice given after expiration of the minimum period. Thereafter, this rider will terminate automatically upon
 the date of release of the last car covered by this rider.

Effective Riders 8 Cancels Rider No. 7; Effective December 31, 198

Exhibit A

Union Tank Car Company (Lessor)

INTERREDEC, INC.

(Lessee)

K. P. [Signature]

By E. R. [Signature]

RIDER NO. 9 TO CAR SERVICE AGREEMENT

Effective this 1st day of June, 1989, this rider shall become a part of the Car Service Agreement dated March 30, 1983 as amended by Agreements dated December 1, 1987 and June 1, 1989 between Union Tank Car Company, Lessor, and InterRedec, Inc., Lessee, and the cars described herein shall be leased to Lessee subject to the terms and conditions in said Car Service Agreement as amended during the term and for the rental shown below:

<u>CLASS OR TYPE OF CAR</u>	<u>Approximate Capacity (Gallonage)</u>	<u>Monthly Rental (Per Car)</u>
DOT 111A100W3 Insulated, exterior-coiled, equipped with six inches (6") insulation, and safety platform.	13,200	\$440.00

Minimum of 100 Cars but not to exceed 120 Cars

The parties hereby agree that \$40.00 of the monthly rental per car set forth above shall not be considered in any calculation of the Monthly Car Credit defined in the Agreement of December 1, 1987, it being the intent hereof that the monthly rental for such purposes shall be \$400.00 per car. The additional \$40.00 per car premium shall be retained by Lessor as compensation for its agreement that, as to the cars leased hereunder, Lessee shall not be liable for corrosion damage as set forth in Section 2.09(c) of the Car Service Agreement and paragraph 9 of the December 1, 1987 Agreement.

Rental for each car shall begin on the date of forwarding to Lessee and the minimum rental period for the cars shall begin on July 1, 1989.

Section 2.05: The sum to be added to the monthly rental rate for a modification with a useful life equal to that of the car itself will be 1.45% of the cost of the modification, and the sum to be added to the monthly rental rate for a modification with a useful life less than that of the car will be an amount which will recover the cost of the modification plus an amount to cover the cost of money at an agreed rate of 10% per annum over the estimated life of such modification.

Exhibit B

Section 3.04: Each car is limited to a maximum of 60,000 miles (loaded and empty) per calendar year. If such limitation is exceeded, a mileage charge of \$0.03 per mile shall be assessed for all such additional miles.

The minimum rental period for the cars leased hereunder shall be thirty-four (34) months, and the cars will continue under lease thereafter until canceled by two (2) months notice given after expiration of the minimum period. Thereafter, this rider will terminate automatically upon the date of release of the last car covered by this rider. Notwithstanding the above, during said minimum rental period Lessee may cancel this Rider 9 on one (1) month written notice to Lessor, provided that any such cancellation shall not be effective until Lessee has paid to Lessor the amount of the Obligation with interest then due and owing; and provided further that when the amount of the Obligation with interest then due and owing has been paid by Lessee to Lessor, Lessee shall not be further obligated under the terms and provisions of the amending Agreement dated December 1, 1987 or the Agreement dated June 1, 1989, except for damage to cars as specified in said instruments.

Effective Rider 9

Cancels Rider No. _____

UNION TANK CAR COMPANY (LESSOR)

INTERREDEC, INC. (LESSEE)

By: _____

By: _____

Title: _____

Title: _____

RELEASE

For good and sufficient consideration, the receipt of which is hereby acknowledged, InterRedec, Inc. ("InterRedec") on behalf of itself and each of its predecessors, successors, subsidiaries, parents, affiliates and its and their employees, officers, directors, representatives, heirs, executors and/or administrators does hereby release and forever discharge Union Tank Car Company ("Union"), its predecessors, successors, subsidiaries, parents, affiliates and its and their employees, officers, directors, representatives, heirs, executors and/or administrators, from any and all manner of actions, causes of action, suits, debts, accounts, contracts, agreements, controversies, guarantees, warranties, indemnifications, judgments, damages, liabilities, demands and claims of any nature whatsoever that they ever had or now have which are or may be based upon, related to or arise out of the 1987 Agreement and/or the CSA, applicable Riders thereto, or the lease of cars thereunder. However, it is specifically understood and agreed that this release has no application to matters or claims that are based upon the 1987 Agreement and/or the CSA, applicable Riders thereto, or the lease of cars thereunder, which arise subsequent to the date hereof.

IN WITNESS WHEREOF InterRedec caused this Release to be signed by its duly authorized Officer and its corporate seal to be affixed hereto on this 1st day of June, 1989.

INTERREDEC, INC.

By _____

Its _____

Exhibit C

RELEASE

For good and sufficient consideration, the receipt of which is hereby acknowledged, Union Tank Car Company ("Union"), on behalf of itself and each of its predecessors, successors, subsidiaries, parents, affiliates and its and their employees, officers, directors, representatives, heirs, executors and/or administrators does hereby release and forever discharge InterRedec, Inc. ("InterRedec"), its predecessors, successors, subsidiaries, parents, affiliates and its and their employees, officers, directors, representatives, heirs, executors and/or administrators, from any claim that it ever had or now has which is based upon or arises out of InterRedec's refusal and/or failure to return on or before December 31, 1988 cars leased under Rider No. 8.

IN WITNESS WHEREOF Union caused this Release to be signed by its duly authorized Officer and its corporate seal to be affixed hereto on this 1st day of June, 1989.

UNION TANK CAR COMPANY

By _____

Its _____

Exhibit D